

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD		DO NOT WRITE IN THIS SPACE	
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		Case	Date filed
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Local 621 United Workers of America		b. Union Representative to Contact Stephen Sombrotto	
c. Address 367 Long Beach Rd, Island Park, NY 11558		d. Tel. No. (516)807-3716	e. Cell No.
		f. Fax No. (516)706-0879	g. e-Mail
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b)(1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
<p>Since about (b) (6), (b) (7)(C) 2019, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to process the grievance of (b) (6), (b) (7)(C) regarding the Employer's termination of (b) (6), (b) (7)(C) employment for arbitrary or discriminatory reasons or in bad faith.</p>			

3. Name of Employer Skipp to My Killy, LLC/ Lisa Management Inc.		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code) 12 Vernon Ave., Basement, Brooklyn, NY 11206		6. Employer representative to contact Allison Sachs	
7. Type of Establishment (factory, mine, wholesaler) Residential Building	8. Principal product or service Maintenance Services	9. Number of Workers employed 50	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No.	11b. Cell No. (b) (6), (b) (7)(C)
		11c. Fax No.	11d e-Mail (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By (b) (6), (b) (7)(C)		Tel No.	
(signature of representative or person making charge)		(b) (6), (b) (7)(C)	
Print/type name and title or office, if any		Cell No. (b) (6), (b) (7)(C)	
Address: (b) (6), (b) (7)(C)		Date: 11/22/19	Fax No.
			e-Mail (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. (b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlr.gov
Telephone: (718)330-7713
Fax: (718)330-7579



Download
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Mobile App

November 26, 2019

Stephen Sombrotto
Local 621 United Workers of America
367 Long Beach Rd
Island Park, NY 11558

Re: Local 621 United Workers of America
Case 29-CB-252420

Dear Mr. Sombrotto:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney NOOR I. ALAM whose telephone number is (718)765-6178. If this Board agent is not available, you may contact Supervisory Attorney TARA O'ROURKE whose telephone number is (718)765-6213.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

November 26, 2019

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is written in a cursive, flowing style with a large initial "K".

KATHY DREW-KING
Regional Director

Enclosure: Copy of Charge

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

LOCAL 621 UNITED WORKERS OF AMERICA

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 29-CB-252420

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on November 26, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Stephen Sombrotto
Local 621 United Workers of America
367 Long Beach Rd
Island Park, NY 11558

November 26, 2019

Date

Linette Gayle-Banks, Designated Agent of
NLRB

Name
/S/

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579



Download
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November 26, 2019

(b) (6), (b) (7)(C)

Re: Local 621 United Workers of America
Case 29-CB-252420

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on November 22, 2019 has been docketed as case number 29-CB-252420. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney NOOR I. ALAM whose telephone number is (718)765-6178. If this Board agent is not available, you may contact Supervisory Attorney TARA O'ROURKE whose telephone number is (718)765-6213.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is fluid and cursive, with the first name "Kathy" being more prominent and the last name "Drew-King" following in a similar style.

KATHY DREW-KING
Regional Director



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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November 26, 2019

Allison Sachs
Skipp to My Killy, LLC/ Lisa Management Inc.
12 Vernon Ave
Basement
Brooklyn, NY 11206

Re: Local 621 United Workers of America
Case 29-CB-252420

Dear Ms. Sachs:

Enclosed is a copy of a charge that has been filed in this case. Although this charge is not filed against you, it is necessary for us to obtain information from you to determine whether we have jurisdiction over this case. In the future we may also need to obtain evidence from you concerning the merits of the charge. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

If, during the investigation of this matter, the Board agent asks for evidence, I strongly urge you or your representative to promptly present all evidence relevant to the investigation. In this way, the case may be fully investigated more quickly.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at a hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

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November 26, 2019

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is fluid and cursive, with the first name "Kathy" being more prominent.

KATHY DREW-KING
Regional Director

Enclosures

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

29-CB-252420

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months**? If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		29-CB-252420	11/22/2019
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Local 621 United Workers of America		b. Union Representative to Contact Stephen Sombrotto	
c. Address 367 Long Beach Rd, Island Park, NY 11558		d. Tel. No. (516)807-3716	e.e. Cell No.
		f. Fax No. (516)706-0879	g. e-Mail
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b)(1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
<p>Since about (b) (6), (b) (7)(C) 2019, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to process the grievance of (b) (6), (b) (7)(C) regarding the Employer's termination of (b) (6), (b) (7)(C) employment for arbitrary or discriminatory reasons or in bad faith.</p>			

3. Name of Employer Skipp to My Killy, LLC/ Lisa Management Inc.		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code) 12 Vernon Ave., Basement, Brooklyn, NY 11206		6. Employer representative to contact Allison Sachs	
7. Type of Establishment (factory, mine, wholesaler) Residential Building	8. Principal product or service Maintenance Services	9. Number of Workers employed 50	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No.	11b. Cell No. (b) (6), (b) (7)(C)
		11c. Fax No.	11d. e-Mail (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By (b) (6), (b) (7)(C)		Tel No.	
(signature of representative or person making charge)		(b) (6), (b) (7)(C)	
		Print/type name and title or office, if any	Cell No. (b) (6), (b) (7)(C)
Address: (b) (6), (b) (7)(C)		Date: 11/22/19	Fax No.
			e-Mail (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

LOCAL 621 UNITED WORKERS OF AMERICA

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 29-CB-252420

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on November 26, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Stephen Sombrotto
Local 621 United Workers of America
367 Long Beach Rd
Island Park, NY 11558

November 26, 2019

Date

Linette Gayle-Banks, Designated Agent of
NLRB

Name



Signature

(b) (6), (b) (7)(C)

119

KING 'S COUNTY D. A. OF Fax (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2019 09:02am P004/004

UNITED WORKERS OF AMERICA
Grievance Form and Record of Proceedings
Local 621

Employer _____ Grievance No. _____

Name (b) (6), (b) (7)(C) ID No. _____ Date (b) (6), (b) (7)(C) 19

State Grievance: 119 NO TENANT CALL TO REPORT LEAKS.
NO ANSWERING SERVICE CALLED ME. (b) (6), (b) (7)(C) 119.

(b) (6), (b) (7)(C) 119 (b) (6), (b) (7)(C) CALLED ME GO CHECK LEAK AT SAID
APARTMENT (b) (6), (b) (7)(C) AND LEAKING WATER. PLACE EAR TO WALLS TO
HEAR RUNNING WATER. (b) (6), (b) (7)(C) 119 NO CALLS FROM TENANTS OR ANSWERING SERVICE
FOR COMPLAINTS.

Settlement Requested: I WANT MY JOB BACK

Signed _____
Aggrieved Employee

Signed (b) (6), (b) (7)(C)
Unit Representative

Employer's Reply: _____

Signed _____
Employer Representative Date _____

Is Decision Satisfactory? Yes _____ No _____ Signed _____
Unit Representative Date _____

Union Reply: _____

Signed _____
Unit Representative Date _____

Employer's Reply: _____

Signed _____
Employer Representative Date _____

Is Decision Satisfactory? Yes _____ No _____ Signed _____
Unit Representative Date _____

CONT)
NEXT
PAGE

(b) (6), (b) (7)(C) 19 TENANT FROM (b) (6), (b) (7)(C) CALLED ME TO SAY THAT THE FIRE DEPARTMENT WAS AT BUILDING (b) (6), (b) (7)(C) I WAS RUNNING ERRANDS, BUT GOT BACK FAST. WHEN I GOT BACK WENT TO SAID TENANT APARTMENT (b) (6), (b) (7)(C) NO ONE ANSWER DOOR. LATER THAT DAY (b) (6), (b) (7)(C) 19 FIRE DEPARTMENT CALLED BACK TO BUILDING. TENANT REPORTED THAT SMOKE WAS COMING OUT OF THE APARTMENT.

(b) (6), (b) (7)(C) REPORTED BY TENANT (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) SAID (b) (6), (b) (7)(C) DID NOT SEE ANYTHING. NO SMOKE IN APARTMENT OR BUILDING. TURNED OFF WATER TO ~~PRE~~ PREVENT MORE CALLS TO FIRE DEPARTMENT.

(b) (6), (b) (7)(C) 19 EARLY IN THE MORNING I WENT AND TURNED ON WATER OF SAID BUILDING (b) (6), (b) (7)(C) "A" LINE APARTMENT HAD NO WATER IN THE BATHROOM BECAUSE TENANT IN (b) (6), (b) (7)(C) SAID THAT THERE WAS A WATER LEAK THERE. DID THAT SO TENANT (b) (6), (b) (7)(C) WOULD STOP CALLING FIRE DEPARTMENT ABOUT IMMINENT RISK TO THERE HEALTH OR SAFETY.

ONCE AGAIN (b) (6), (b) (7)(C) 19 NO TENANT CALLED ABOUT LEAKS. JUST NO WATER IN TUB. ALSO ANSWERING SERVICE CALLED ABOUT NO WATER.

(b) (6), (b) (7)(C) 19 SAID TENANT DID NOT CALL ME ABOUT LEAKS (b) (6), (b) (7)(C) 19 TENANTS CALLED, NO WATER, AND I TURN THE WATER ON FOR "A" LINE IN KITCHEN.

(b) (6), (b) (7)(C) 19 (b) (6), (b) (7)(C) CALLED AND SAID NOT TO GO TO JOB MEETING BECAUSE (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) WAS COMING TO BUILDING. BUT (b) (6), (b) (7)(C) NEVER CALL ME (b) (6), (b) (7)(C) FOR HELP.

I REALIZE THAT (b) (6), (b) (7)(C) WAS IN (b) (6), (b) (7)(C) BECAUSE I WALK INTO BUILDING (b) (6), (b) (7)(C) AND HEARD (b) (6), (b) (7)(C) SPEAKING TO TENANT FROM APARTMENT (b) (6), (b) (7)(C) SAW (b) (6), (b) (7)(C) VEHICLE PARKED OUTSIDE.

CONT

I HAD LADDER, HAMMER AND SAW IN HALLWAY
WHEN [REDACTED] SAW ME [REDACTED] BEGAN TO YELL AT ME
INSIDE OF BUILDING AND OUTSIDE OF BUILDING [REDACTED]

[REDACTED] 19 (b) (6), (b) (7)(C) CALLED ME TO STATE
THAT THE PLUMBER WAS ON THERE WAY TO SAID
BUILDING (b) (6), (b) (7)(C) BETWEEN 4⁰⁰PM - 5⁰⁰PM.

PLUMBER WAS AT BUILDING (b) (6), (b) (7)(C) BETWEEN
5⁰⁰PM - 5³⁰PM. I (b) (6), (b) (7)(C) KNOW THIS BECAUSE I
SAW PLUMBERS WORK VAN PARK ACROSS THE
STREET ON (b) (6), (b) (7)(C)

PLUMBER DID NOT TAKE LONG TO REPAIR PROBLEM,
BECAUSE I LOOK AND SAW WORK VAN WAS GONE.

PLUMBER NEVER CALLED ME (b) (6), (b) (7)(C) TO SAY
THAT [REDACTED] WAS AT BUILDING (b) (6), (b) (7)(C)

[REDACTED] 19 NEVER GOT CALLED TO SAY THAT THE
PROBLEM WAS FIX.

(b) (6), (b) (7)(C) 19 I WAS CALLED TO GO TO OFFICE (12 VERNON
AVE). BE THERE AT 10:30 AM. HAVE TO SPEAK TO YOU
(b) (6), (b) (7)(C) AND THERE AT 12 VERNON AVE. IS
WERE I (b) (6), (b) (7)(C) WAS GIVEN MY LETTER OF
TERMINATION.

TO (b) (6), (b) (7)(C)
ADDRESS (b) (6), (b) (7)(C)
FROM (b) (6), (b) (7)(C)

**WHILE YOU WERE OUT
MAINTENANCE WAS HERE**

Date 1/19 Time 10:00 AM

Reason CHECKING FOR WATER
LEAK

**BUT NO ONE WAS HOME AND
MAINTENANCE DID NOT ENTER**

Your appointment was: Date _____ Time _____
Maintenance will return: Date _____ Time _____

**In order for maintenance to complete
your work order, you must:**

- ☒ Call the office above to reschedule your appointment.
☐ Sign the approval below and return this card to the office.
Thank You.

**APPROVAL: I hereby give approval for maintenance
to enter my unit during my absence.**

X

Signature of Resident

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

119

TO (b) (6), (b) (7)(C)
ADDRESS (b) (6), (b) (7)(C)
FROM (b) (6), (b) (7)(C)

**WHILE YOU WERE OUT
MAINTENANCE WAS HERE**

Date 1/19 Time 12:00 NOON

Reason TO CHECK FOR WATER COMING
DOWN FROM ABOVE APARTMENT

**BUT NO ONE WAS HOME AND
MAINTENANCE DID NOT ENTER**

Your appointment was: Date _____ Time _____
Maintenance will return: Date _____ Time _____

**In order for maintenance to complete
your work order, you must:**

- ☐ Call the office above to reschedule your appointment.
☐ Sign the approval below and return this card to the office.
Thank You.

**APPROVAL: I hereby give approval for maintenance
to enter my unit during my absence.**

X

Signature of Resident



FINAL WARNING

To: (b) (6), (b) (7)(C) Date: (b) (6), (b) (7)(C) / 2018
Employee Name

From: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Manager's Name & Title

Subject:

On July 16, 2018 you engaged in unprofessional conduct while using derogatory language. You are receiving a Final Warning due to the abusive and vile nature of this language. This type of behavior will not be tolerated. You are expected to maintain a professional work environment at all times, which is conducive to Lisa Management's expectations. Please be advised that further incidents of this nature are subject to disciplinary action, up to and, including termination of employment.

Additional Details:

Please see witness letter attached.

This Final Warning will serve to put you on notice that Management and the Company anticipates and expects you to show significant improvement in your overall work performance, which includes quality of work, attendance, conduct and cooperation with co-workers and Management. Should you fail to take advantage of this Final Warning in improving your workplace performance, Management will have no alternative but to terminate your employment.

(b) (6), (b) (7)(C)
Manager (Signature)

Date: (b) (6), (b) (7)(C) 7/28

Date

To: (b) (6), (b) (7)(C)

Lisa Managment

(b) (6), (b) (7)(C)

I visited your building (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C), 2018 at approximately 2PM in order to inspect the boiler for replacement. I had a plumber from Perfect Plumbing with me for the inspection.

I called (b) (6), (b) (7)(C) the (b) (6), (b) (7)(C) but (b) (6), (b) (7)(C) informed me (b) (6), (b) (7)(C) was on vacation. (b) (6), (b) (7)(C) said I should call (b) (6), (b) (7)(C).

I called (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) would be right over to open up the building.

(b) (6), (b) (7)(C) showed up a few moments later and walks us to the entrance. Upon entering the building, (b) (6), (b) (7)(C) noticed some garbage on the floor and broke into a tirade. (b) (6), (b) (7)(C) screamed "Niggers" at the top of (b) (6), (b) (7)(C) lungs and picked up the garbage. (b) (6), (b) (7)(C) continued the very loud rant with about 7 more "N" bombs over the next 30 seconds.

Needless to say, the plumber and I were both stunned. We were both cringing and desperate to get into the basement before anyone could come out and connect us to the unsavory comments.

(b) (6), (b) (7)(C) unlocked the basement door and we moved downstairs with no further events.

I felt the need to report this to you since this employee represents your company.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) /18



Employee Disciplinary Report

Name: (b) (6), (b) (7)(C)

Employee Number: N/A

Division: (b) (6), (b) (7)(C)

Department: SKIPP TO MY LILLY

Date of Incident: (b) (6), (b) (7)(C) /2019

Time of Incident: N/A

Action to be taken: Warning X Final Warning Suspension Dismissal

This report is to be made part of the official record of the employee.

Nature of the Incident

- | | |
|--|--|
| 1. Unexcused Absence | 12. Improper conduct |
| 2. Tardiness | 13. Reporting Under the influence of alcohol |
| 3. Insubordination | 14. Violation of Safety Rules |
| 4. Drinking on Duty | 15. Carelessness |
| 5. Dishonesty | 16. Destruction of Company Property |
| 6. Garnishments | 17. Defective and improper work |
| 7. Failure to follow instructions <u>X</u> | 18. Theft (Stealing) |
| 8. Fighting on Company Premise | 19. Violation of Company Rules of Conduct |
| 9. Leaving without permission | 20. Working without proper Company Attire
(Uniform/working Boots) |
| 10. Substandard Work | 21. Failure to give proper instruction to staff |
| 11. Housekeeping | |

(b) (6), (b) (7)(C) Remarks: On (b) (6), (b) (7)(C) 2019, a refrigerator was delivered to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). Both the delivery personnel and upper management attempted to contact you to no avail. Your unresponsiveness resulted in another (b) (6), (b) (7)(C) needed to be contacted in order for (b) (6), (b) (7)(C) to go over to your building to advise you to call the office and the refrigerator being taken back to the vendors warehouse. When asked by upper management the reasoning behind the refrigerator having to be sent back, you stated that you did not know why it was being delivered. This warning is being given as a result of your unresponsiveness and lack of communication with the office with regards to why the refrigerator was being delivered.

I have read and Understand this report. My supervisor spoken with me.

X

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

X

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C) /2019

(b) (6), (b) (7)(C)

In-Person

Re: Letter of Termination of Employment (Summary Dismissal/Serious Misconduct)

We regretfully inform you that your employment with Lisa Management/Skipp to My Lilly LLC is terminated due to your deliberate behavior that is inconsistent with the continuation of your agreement of employment.

On (b) (6), (b) (7)(C) /19 it became apparent to the management office that you failed to address a major leak in your assigned building. You failed to address the problem when the leak was reported to you by the tenant on (b) (6), (b) (7)(C) /19. On (b) (6), (b) (7)(C) /19 and (b) (6), (b) (7)(C) /19, you failed to answer two emergency calls from this tenant, leaving the tenant no choice but to call 911. Further to this, you failed to act again when the tenant reached out to you on (b) (6), (b) (7)(C) /19.

Not only did you fail to carry out the duties of your position, your conduct during this occurrence caused a serious and imminent risk to the health or safety of a person.

We consider that your actions constitute serious misconduct warranting summary dismissal.

You will be paid any outstanding pay up to and including your last day of employment.

In accordance with your union contract, you will have thirty (30) days, from the date above, to vacate your apartment. If you voluntarily vacate within ten (10) days, you will receive \$2,000 in moving expenses.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

CC: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)



Employee Disciplinary Report

Name: (b) (6), (b) (7)(C)

Employee Number: N/A

Division: (b) (6), (b) (7)(C)

Department: SKIPP TO MY LILLY

Date of Incident: (b) (6), (b) (7)(C) /2019

Time of Incident: N/A

Action to be taken: Warning ☒

Final Warning

Suspension

Dismissal

This report is to be made part of the official record of the employee.

Nature of the Incident

- | | |
|---|--|
| 1. Unexcused Absence | 12. Improper conduct |
| 2. Tardiness | 13. Reporting Under the influence of alcohol |
| 3. Insubordination | 14. Violation of Safety Rules |
| 4. Drinking on Duty | 15. Carelessness |
| 5. Dishonesty | 16. Destruction of Company Property |
| 6. Garnishments | 17. Defective and improper work |
| 7. Failure to follow instructions <input checked="" type="checkbox"/> | 18. Theft (Stealing) |
| 8. Fighting on Company Premise | 19. Violation of Company Rules of Conduct |
| 9. Leaving without permission | 20. Working without proper Company Attire
(Uniform/working Boots) |
| 10. Substandard Work | 21. Failure to give proper instruction to staff |
| 11. Housekeeping | |

(b) (6), (b) (7)(C) Remarks: On (b) (6), (b) (7)(C) 2019, emails were sent to you by the (b) (6), (b) (7)(C) with regards to open work orders that needed to be tended to. When there was no response to the emails, the (b) (6), (b) (7)(C) attempted to call you multiple times and you did not answer. This write up is a result of your unresponsiveness when the property manager attempted to contact you.

I have read and Understand this report. My supervisor spoken with me.

X

X

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

this never came to my phone (b) (6), (b) (7)(C) took my phone to find the so call Email and (b) (6), (b) (7)(C) saw that there was NO Emails From the (b) (6), (b) (7)(C). They all looked at each other like O, NO we mess up,

TO (b) (6), (b) (7)(C)
ADDRESS (b) (6), (b) (7)(C)
FROM (b) (6), (b) (7)(C)

**WHILE YOU WERE OUT
MAINTENANCE WAS HERE**

Date 1/19 Time 12:00 NOON

Reason

TO CHECK FOR WATER COMING
DOWN FROM ABOVE (b) (6), (b) (7)(C)

**BUT NO ONE WAS HOME AND
MAINTENANCE DID NOT ENTER**

Your appointment was: Maintenance will return:

Date _____ Date _____

Time _____ Time _____

**In order for maintenance to complete
your work order, you must:**

- ☐ Call the office above to reschedule your appointment.
- ☐ Sign the approval below and return this card to the office.

Thank You.

**APPROVAL: I hereby give approval for maintenance
to enter my unit during my absence.**

X

Signature of Resident

TO (b) (6), (b) (7)(C)
ADDRESS (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
FROM (b) (6), (b) (7)(C)

**WHILE YOU WERE OUT
MAINTENANCE WAS HERE**

Date (b) (6), (b) (7)(C) 19 Time 10:00 AM

Reason

CHECKING FOR WATER
LEAK

**BUT NO ONE WAS HOME AND
MAINTENANCE DID NOT ENTER**

Your appointment was: Maintenance will return:

Date _____ Date _____

Time _____ Time _____

**In order for maintenance to complete
your work order, you must:**

- ☒ Call the office above to reschedule your appointment.
☐ Sign the approval below and return this card to the office.
Thank You.

**APPROVAL: I hereby give approval for maintenance
to enter my unit during my absence.**

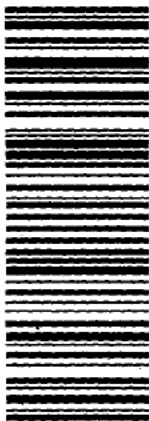
X

Signature of Resident

7019 1120 0002 0753 6446

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



7019 1120 0002 0753 6446

7019 1120 0002 0753 6446

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|----|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage

\$

Total Postage and Fees

\$

Sent To Stephen G. Sombrotto Local 621

Street and Apt. No., or PO Box No.

307 Long Beach Rd

City, State, ZIP+4®

Island Park NY 11558

Postmark
Here

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

11-7 (b) (6), (b) (7)(C) 8:54 AM (b) (6), (b) (7)(C) (DELIVERY)
11-7 (b) (6), (b) (7)(C) 9:25 AM (b) (6), (b) (7)(C) MADE DELIVERY
11-7 (b) (6), (b) (7)(C) 10:46 AM (b) (6), (b) (7)(C)
11-7 (b) (6), (b) (7)(C) 2:28 PM (b) (6), (b) (7)(C)
11-8 (b) (6), (b) (7)(C) 7:00 AM (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
11-8 (b) (6), (b) (7)(C) 9:41 AM (b) (6), (b) (7)(C) CALLED - SOD (b) (6), (b) (7)(C) LEAK
11-8 (b) (6), (b) (7)(C) 9:47 AM (b) (6), (b) (7)(C) CHECKER LEAK - NOT THERE
11-8 (b) (6), (b) (7)(C) 11:20 AM (b) (6), (b) (7)(C)
11-8 (b) (6), (b) (7)(C) 11:27 AM (b) (6), (b) (7)(C) CALLED TO GET HONEY
11-8 (b) (6), (b) (7)(C) 11:51 AM (b) (6), (b) (7)(C)
11-8 (b) (6), (b) (7)(C) 4:30 PM (b) (6), (b) (7)(C) - NO HEAT (b) (6), (b) (7)(C)
11-8 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
11-9 (b) (6), (b) (7)(C) 2:28 PM (b) (6), (b) (7)(C)
11-10 (b) (6), (b) (7)(C) 9:44 AM (b) (6), (b) (7)(C) - NO WATER
11-10 (b) (6), (b) (7)(C) 12:27 PM (b) (6), (b) (7)(C)
11-10 (b) (6), (b) (7)(C) 3:08 PM (b) (6), (b) (7)(C)
11-10 (b) (6), (b) (7)(C) 3:41 PM (b) (6), (b) (7)(C) - NO WATER
11-11 (b) (6), (b) (7)(C) 8:55 PM (b) (6), (b) (7)(C) TOOK PLAIN ABOUT NO WATER (b) (6), (b) (7)(C)
11-11 (b) (6), (b) (7)(C) 9:16 AM (b) (6), (b) (7)(C)
11-11 (b) (6), (b) (7)(C) 9:43 AM (b) (6), (b) (7)(C) NO WATER COMPLAINED
11-11 (b) (6), (b) (7)(C) 12:30 PM (b) (6), (b) (7)(C) NO WATER
11-11 (b) (6), (b) (7)(C) 5:11 PM (b) (6), (b) (7)(C) ALL USED IT SAW HONEY TO HELP NOT DOORS.
11-11 (b) (6), (b) (7)(C) 5:11 PM (b) (6), (b) (7)(C) NO WATER IN (b) (6), (b) (7)(C)
11-11 (b) (6), (b) (7)(C) 5:44 PM (b) (6), (b) (7)(C) NO WATER
11-11 (b) (6), (b) (7)(C) 5:57 PM (b) (6), (b) (7)(C)
11-12 (b) (6), (b) (7)(C) 9:30 AM (b) (6), (b) (7)(C) TO MEETING (b) (6), (b) (7)(C) GONG TO BUILDING
11-13 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) CALLED PLUMBER COMING 5:06 PM
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) CALL ME ABOUT STOVE DELIVERY WAS
COMING FOR TENANT (b) (6), (b) (7)(C) ON (b) (6), (b) (7)(C) I SAID THAT +
WAS GOING ON VACATION THAT DAY OF DELIVERY. (b) (6), (b) (7)(C) SAID OK THAT (b) (6), (b) (7)(C)
TAKE OTHER ARRANGEMENTS I CALL (b) (6), (b) (7)(C) BACK AND SAID THAT I WOULD
REMOVE THE OLD STOVE AND WOULD TAKE CARE OF IT ON DELIVERY DAY.
(b) (6), (b) (7)(C) SAID THANK YOU (b) (6), (b) (7)(C) VERY MUCH

ON (b) (6), (b) (7)(C) 19 "NO" ONE REPORTED ANY LEAKS TO ME (b) (6), (b) (7)(C)
ON (b) (6), (b) (7)(C) 19 ON 9:41 AM (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) CALLED ME (b) (6), (b) (7)(C)
TO GO TO (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) WATER COMING DOWN + FROM
ABOVE APARTMENT (b) (6), (b) (7)(C) NO ONE THERE.

ON (b) (6), (b) (7)(C) 19 AND (b) (6), (b) (7)(C) 19 TENANT DID NOT CALL ME ABOUT ANY LEAKS
THIS TENANT WILL CALL POLICE AND FIRE DEPARTMENT IF (b) (6), (b) (7)(C) DOES
NOT GET (b) (6), (b) (7)(C) WAY. (b) (6), (b) (7)(C)

I FEEL THAT I DID NOT PUT ANYONES HEALTH OR SAFETY IN
RISK OR DANGER.

ON (b) (6), (b) (7)(C) 19 TENANT (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
ASK ME TO TURN OFF CIRCUIT BREAKER FOR LIGHTS.

ON (b) (6), (b) (7)(C) 19 T (b) (6), (b) (7)(C) GOT CALL FROM (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) ABOUT LEAK. HAD MEETING
AND DAY WAS INTERRUPTED BY (b) (6), (b) (7)(C) TO STAY AT BUILDING
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) WOULD BE COMING TO
BUILDING (b) (6), (b) (7)(C)

JAN 7 TUE 8:20 AM.

Collective Bargaining Agreement

SKIPP TO MY LILLY **and** **Local Union 621 United Workers of America**

Term: July 1, 2017 – June 30, 2020

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Article 29.	TERM	11

AGREEMENT made and entered into this ____ day of August, 2017, by and between **SKIPP TO MY LILLY** (hereinafter referred to as the "Employer") and **LOCAL 621, UNITED WORKERS OF AMERICA**, (hereinafter referred to as the "Union") wherein the Employer and the Union mutually agree to the following terms:

WHEREAS, the parties have met and concluded collective bargaining negotiations regarding wages, benefits, operational language, paid days off, hours of work, obligations and rules of the work place and other conditions of employment.

NOW, THEREFORE, the mutual agreed upon terms contained herein in this agreement, between the Employer and the Union on behalf of the employees within the bargaining unit certified by the NLRB is as follows:

Article 1. RECOGNITION

Section 1.01 The Employer hereby recognizes the Union as the exclusive representative of All full-time and regular part-time superintendents, handymen and porters employed by Skipp to My Lilly, LLC/Lisa Management, Inc. at 4 Vernon Avenue, 8 Vernon Avenue, 12 Vernon Avenue, 16 Vernon Avenue, 1430 Bedford Avenue, 1432 Bedford Avenue, 1434 Bedford Avenue, 1440 Bedford Avenue, 477 Gates Avenue, 784 Marcy Avenue, 1491 Lincoln Place, 268 Buffalo Avenue and 25 Patchen Avenue, Brooklyn, New York excluding guards and supervisors as defined by Section 2(11) of the National Labor Relations Act.

Section 1.02 The Employer hereby agrees not to discriminate against any employee in any manner whatsoever because of membership in or activity on behalf of the Union or any other local, state and federal protected class characteristics.

Article 2. UNION SECURITY

Section 2.01 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members. All employees who are not members on the execution date hereof shall, as a condition of employment, become and remain members of the Union on the thirty-first (31st) day following the beginning of their employment, or the effective date or execution date of this Agreement, whichever is later.

Section 2.02 The Employer shall immediately discharge any employee after receipt of written notice from the Union that said employee, pursuant to the terms of Section 1 of this Article, has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Article 3. CHECKOFF

Section 3.01 Upon receipt of a voluntary written authorization, the Employer agrees to deduct and forward monthly to the Local Union, the Union Membership dues and any additional dues from the pay of each member and/or initiation fees from said employees' wages on the 1st pay day of every month and remit same to the Union no later than the 10th day of the month in which they are deducted.

Section 3.02 In the case of newly hired employees the Employer shall be obligated to deduct dues and initiation fees, as described herein, in and for the month in which said employee's 31st day of employment is on or before the 15th day of the month. In the event that the 31st day of employment is on or after the 16th day of the month the Employer shall be obligated to deduct dues and initiation fees on the first pay day of the next following month to be effective for the month in which it was deducted.

Section 3.03 The Employer shall notify the Union immediately upon receipt of any revocation of any authorization submitted to it pursuant to this Article.

Section 3.04 The Union shall indemnify and save the Employer harmless from any claims, suits, judgments or other form of liability as a result of making any deduction or discharging any employee pursuant to the forgoing sections.

Article 4. SENIORITY

Section 4.01 Seniority shall be defined as the total length of service with the Employer.

Section 4.02 In the event of a layoff, the least senior employee within a classification shall be the first one laid-off and in the event of recall, the most senior employee within a classification shall be the first one recalled. The Employer agrees to give five (5) days' notice or five (5) days of pay in lieu thereof of any layoff. An employee who is notified of recall shall be required to return to work within five (5) days of notice sent by certified mail or e-mail to the last known address of the employee on file with the Employer and a copy sent to the Shop Steward and Union.

CLASSIFICATIONS:

- (i) Superintendent;
- (ii) Porter

Section 4.03 In any case of promotion, transfer or shift change opening, the Employer shall be bound by the principle of seniority providing the senior employee possesses sufficient qualifications and experience to perform the requirements of the job.

Section 4.04 Job openings shall be posted for five (5) days and employees shall have the right to bid for each job on the basis of Seniority. Management retains the right to determine the final decision in filling job opening; however, the Employer will not arbitrarily and capriciously refuse current employee from filling a job.

Section 4.05 Seniority shall be broken by an employee's voluntary separation from the Employer or by discharge for just cause. In addition, Seniority shall accrue during layoffs of less than six (6) months or during authorized leaves of absence.

Section 4.06 The Employer shall submit a current and up-to-date seniority list when requested by the Union, but not more often than once a year during the term of this Agreement.

Article 5. PROBATIONARY PERIOD

Section 5.01 The probationary period shall be one hundred and eighty (180) days from the date of employment as a new employee. During this period said probationary employee may be terminated for any reason without recourse by the Union.

Section 5.02 The probationary period may be extended for a similar period by mutual agreement of the parties.

Article 6. SHOP STEWARDS

Section 6.01 The Employer recognizes the right of the Union to designate a Shop Steward who shall be recognized as the representative of the Union for all matters arising under this Agreement to the extent permitted herein. The Union shall advise the Employer as to the identity of the Steward and the Employer agrees that the Steward shall be free to conduct his duty as such, with the understanding that such duty will not unduly interfere with normal production or the conduct of the business and the Steward shall be expected to do his usual work. However, reasonable time spent in carrying out the grievance procedure, agreed upon herein, will be considered as being on the Employer's time.

Article 7. UNION VISITATION

Section 7.01 Upon reasonable notice, representatives of the Union shall be permitted to visit the premises of the Employer for a reasonable period of time for the purpose of meeting with the employees not to exceed 60 minutes and with notice provided to the Employer. Union agrees not to conduct Union meetings with employees during a business shift unless in the event of an emergency and/or unless agreed to with Management.

Article 8. BULLETIN BOARD

Section 8.01 The Employer shall furnish space for Union news, information and documents.

Article 9. HOURS/ OVERTIME/PAY PERIODS

Section 9.01 The regular work week shall consist of five (5) eight (8) hour days, forty (40) hours per week with a one-hour, unpaid meal break each day, which will be the only break during a working shift. The Employer and the Union may agree to modify shift schedule per business and employee needs. Superintendents who are required to prepare trash on Sunday for pick-up on Monday shall be compensated for two (2) hours every week at the overtime rate of one-and-one-half times their regular hourly rate. This overtime rate is guaranteed each week, whether or not the hours worked exceed forty (40) hours in a workweek.

Section 9.02 Employees reporting for work at the direction of the Employer (exclusive of superintendents who reside in an apartment provided by the Employer as a condition of their employment) shall be paid a minimum of four (4) hours pay regardless of whether work is available for them or not, except if an Act of God occurs such as fire, flood, earthquake or blackout and similar like events or if they are called upon to cover a shift or part of a shift that begins immediately before or after their regularly scheduled shift, whereby they will be paid for time worked.

Section 9.03 Should any employee work more than forty (40) hours in any one (1) week, he shall be paid for such work hours over forty (40) hours in said work week at the overtime rate of time and one-half times the employee's regular hourly pay rate.. The Employer and the Union will make efforts to ensure that there will be no abuse of overtime during the term of this Agreement. Overtime work must be pre-approved by Management by text and/or email.

Section 9.04 When possible, overtime shall be distributed equally among employees. An employee shall not be required to take time off in lieu of overtime previously worked. Nevertheless, a request by an employee for time off in lieu of overtime worked during the same week will not be unreasonably withheld by management. All such requests must be made in writing (including e-mail and text message) and shall not be considered granted until and affirmative response from management is made.

Section 9.05 Effective July 1, 2017 or as soon thereafter as practicable, the Employer may commence payment to employees on a bi-weekly basis.

Article 10. HOLIDAYS

Section 10.01 The Employer agrees to pay full time employees pay for the following holidays as if they worked thereon:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	*Floating Holiday

*The Floater Day Holiday may be taken upon two (2) weeks advance notice to the Employer on one of the following days:

- 1- Good Friday
- 2- Yom Kippur
- 3- Eid al-Fitr
- 4- September 11th

Section 10.02 The compensation for holidays shall be based upon the employee's regular day of pay of eight (8) hours of pay. Holidays not worked in a workweek will constitute time worked for overtime purposes.

Section 10.03 In the event that any employee does work on a named paid holiday listed above, he shall be paid at the rate of time and one-half in addition to his regular day's pay for the holiday so long as the employee works the regularly scheduled day before and after said Holiday.

Article 11. VACATION

Section 11.01 Vacations shall be scheduled at any time during the year based upon mutual consent of the parties. Employees must request vacation to management at least thirty (30) days in advance of said vacation dates to secure said dates. The Employer may limit desired vacation dates to one employee at a time.

Section 11.02 During an employee's first year of employment prior to the first January 1st he is employed, an employee shall receive a pro rata share of 10 days which can only be taken until he has been employed 6 months. Each January 1, employees will be entitled to vacations according to the schedule below.

Section 11.03 Vacation must be taken in one (1) week (5 days) intervals unless approved in advance by the Employer, who will not unreasonably deny requests of vacation of greater than one (1) week (5 days).

Section 11.04 All unused vacation will not be paid at year end or upon separation of employment.

Section 11.05 All employees shall receive vacation with pay in accordance with the following schedule of continuous employment.

<u>Length of Service</u>	<u>Vacation</u>
During the first (1 st) full calendar year and each year thereafter:	10 Days
Until, the fifth (5 th) full calendar year and each year thereafter:	15 Days
Until, the twelfth (12 th) full calendar year and each year thereafter:	20 Days

Article 12. SICK LEAVE

Section 12.01 After thirty (30) days of employment, all employees will receive five (5) paid sick days per year payable at the employee's regular hourly rate for eight (8) hours. In addition, employees shall also receive another five (5) non-paid sick days, per year. After each full calendar year of employment, an employee's unpaid sick days shall be converted to paid sick days at the rate of one day per year up to a maximum of ten paid sick days in a calendar year. Employees with ten paid sick days will not be entitled to any unpaid sick days except as provided for within Article 13.

Section 12.02 Unused sick days not taken at the end of any calendar year shall be paid to the employee.

Section 12.03 Employees' sick days are not to be combined with vacation or holidays. Medical verification (doctor note) is required for any leave beyond three (3) consecutive used sick days.

Section 12.04 All unused sick days will not be paid upon separation of employment.

Article 13. LEAVE OF ABSENCE

Section 13.01 A reasonable non-paid medical or non-medical leave of absence (maximum twelve (12) weeks) may be given to employees without pay for any of the following reasons with pre-approval by the Employer:

- (a) Personal illness;
- (b) Military duty;
- (c) Maternity leave;
- (d) Mutual consent of the parties.

The Employer may extend leave as per Law, Statute or agreement with the Union. The Employer and Employee will comply with the New York State Family Leave Law

Article 14. BEREAVEMENT LEAVE

Section 14.01 In the event of a death in an employee's immediate family (spouse, children, parents and parents-in-law), an employee shall be entitled to take three (3) paid bereavement days within five (5) days of the death.

Article 15. JURY DUTY

Section 15.01 In the event that an employee can't work part or all of a work day due to Jury Service, the Employer agrees to reimburse the employee for his wages (less what the State pays for Jury Service) for the length of Jury Duty Service. Employees shall notify the Employer immediately after they receive jury notice. Employees must report to work each day if they are not called in for Jury Duty.

Article 16. HEALTH BENEFITS

Section 16.01 The Employer and eligible Employee shall contribute monthly, on the first (1st) day of each month to the United Workers Health Fund, Health Insurance premium payment per month for each full-time employee, following their probation, any extension thereto, covered by this Agreement who is on the payroll on the first day of each month. Full time employees are to be defined as employees who regularly work more than 25 hours per week. Such contributions shall also be remitted for any eligible employee on Federal Family Medical Leave Act leave (if said entitlement is applicable) for a period not to exceed twelve (12) weeks.

Section 16.02 The Employer and eligible employees shall contribute to the United Workers Health Fund, the following amounts for individual benefits coverage:

Effective July 1, 2017: Single Rate is - \$575.12 per month.

Employer Contribution: 80% of monthly Rate

Employee Contribution: 20% of monthly Rate

Section 16.03 In the event that the Trustees of the United Workers Health Fund determine that the amounts contributed by Employer and Employees are insufficient to adequately provide for the benefits made available to employees, the Employer and Employees agree to pay up to a five (5%) increase in contribution each January 1st during the term of this agreement.

Section 16.04 Payment, pursuant to this Article, shall be made to the Fund no later than the 1st day of each month, together with a list of employees on whose account the payment is made. Such list also will include the hiring date or termination date of any employees hired or terminated during the month covered by the report. The payroll records or other pertinent data upon which such payments are made shall be open for inspection by the Fund upon demand. If the Employer fails to submit timely contributions, the Union is empowered to institute any action, including strike action, to enforce the terms of this Article.

Article 17. RETIREMENT BENEFITS (401 K PLAN)

Section 17.01 The Employer shall contribute on behalf of each non-probationary employee \$50 dollars per week to the United Workers Pension Fund 401K.

Section 17.02 In addition, the Employer will match up to a maximum of Fifty (\$50) dollars per week that an employee contributes per week into the United Workers Pension Fund 401K-for the purpose of providing retirement benefits for eligible employees.

Article 18. WAGES

Section 18.01 The wage rates to be paid by the Employer during the term of this Agreement shall be set forth as follows:

	<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>
Porter:	\$14.30/hr.	\$15.05/hr.	\$16.00/hr.
Superintendents:	\$17/hr.	\$17.50/hr.	\$18/hr.

Note: As specified within Article 9, the Superintendents will be provided with 2 extra hours of work added to their regular forty (40) hour work week for trash removal on the weekend which as applicable will be paid at the overtime rate of pay equal to time and one-half their regular hourly rate for said overtime work.

Ratification Bonus: Within thirty (30) days of an initial successful Ratification vote by the bargaining Unit, the Employer will pay each employee employed as of said Vote a Ratification Bonus of \$800.

New Hires will be paid at 80% of Classification Rate of Pay for the 1st year of Employment and 90% of Classification Rate of Pay for the 2nd year of employment.

Article 19. SAFETY AND HEALTH

Section 19.01 The Union or employees will notify the Company in advance of use of tools or equipment and of any need for repairs or maintenance.

Section 19.02 Precautions to secure the health and safety of employees shall at all times be taken by the Employer, including a supply of First Aid cabinets at convenient locations and containing such bandages, medicines and related equipment as may be necessary in an emergency.

Article 20. STRIKES & LOCKOUTS

Section 20.01 There shall be no strikes or lockouts during the term of this Agreement.

Article 21. GRIEVANCE PROCEDURE

Section 21.01 All complaints, disputes or questions as to the interpretation, application or performance of this Agreement shall be adjusted by direct negotiations between the Union and the Employer or their representatives. Should any dispute or grievance arise both parties shall endeavor to settle these in the simplest and most direct manner. The procedure shall be as follows (unless step or steps thereof are waived, combined or extended by mutual consent):

STEP 1 - The grievance shall be submitted to the Employer or their authorized representative by the employee's Shop Steward. If the Steward and the Employer representative fail to settle the grievance within three (3) days (exclusive of Saturday, Sunday or Holiday), it may be submitted to Step 2.

STEP 2 - The grievance shall then be referred to the President of the Union or his designated representative and the Employer or their authorized representative. If no settlement is reached within five (5) days (exclusive of Saturday, Sunday or Holiday) the grievance may be submitted to arbitration as set forth in Step 3.

STEP 3 - If the dispute or difference is not settled in the second step above, either party may request that the matter be referred to arbitration, if this request is made within ten (10) days after the reply was given in the second step.

(i) The Arbitration Board shall consist of one (1) member to be selected from a panel supplied by the American Arbitration Association ("AAA"). The parties shall jointly pay the cost of the Arbitrator's services.

(ii) The decision of the Arbitrator shall be final and binding on the parties.

Article 22. EXAMINATION OF RECORDS

Section 22.01 The Union shall have the right during reasonable hours to examine the books and records of the Employer for verification of matters arising under the Agreement.

Article 23. APARTMENT FOR BUILDING SUPERINTENDENT

Section 23.01 The Employer will provide an apartment for the Superintendent to use while he is employed by the Employer. The Super will contribute 60% of the cost of the utilities associated with this apartment, including electricity and cooking gas. Employer will also pay up to \$35/per month towards the Superintendent's phone expenses. If the Employer discharges the Superintendent, it shall give the Superintendent thirty (30) days to vacate the apartment. If the Superintendent is required to do any work during this notice period, he/she shall be paid at his/her regular rate of pay. A Superintendent who voluntarily vacates said apartment within ten (10) days of discharge shall receive moving expenses of \$2000 dollars. The Union may contest the termination of the Superintendent's employment on the basis that the termination was arbitrary and capricious and demand reinstatement, and back pay, if any, as the case may be, by filing a grievance in writing to the Employer within five (5) calendar days following receipt by the Superintendent of the notice of termination. If the matter is not adjusted through the grievance procedure provided in Article 21 of this agreement, it shall be submitted for final determination on an expedited basis to an Arbitrator to determine if the termination was proper under the standards in this paragraph and, if not, the proper remedy. The Union must exercise its right to grieve the Employer's determination to terminate the Superintendent within the prescribed time or the grievance shall be waived. The Employer shall not commence an eviction proceeding, or seek to collect rent or associated occupancy costs prior to an arbitrator's award for a grievance that was timely and properly filed and submitted to Arbitration or within thirty (30) days of notice of termination, whichever is sooner. There shall be no interruption of utilities or other essential services to the superintendent's apartment prior to such date.

Article 24. MODIFICATION

Section 24.01 Neither the Employer, any employee or group of employees shall have the right to waive or modify any provision of this Agreement without the written authorization of the Union.

Article 25. INDIVIDUAL AGREEMENTS

Section 25.01 The Employer shall not enter into any individual agreements that would have the effect of diminishing any of the rights, privileges or benefits of the employees under this Agreement.

Article 26. SEVERABILITY

Section 26.01 In the event that any provision or compliance by the Employer or the Union with any provision in this Agreement shall constitute a violation of any law, then and in such event, such provision to the extent only that it is so in violation, shall be deemed ineffective and Un-enforceable, and shall be deemed separable from the remaining provisions of this Agreement, which remaining provisions shall be binding on the parties and shall not be affected.

Article 27. SEVERANCE PAY

Section 27.01 Each employee, who has been permanently laid-off through no fault of his/her own or whose employment is terminated due to liquidation, or if the Employers building or upon the sale of the buildings, or closure, or merger, and the employees are not offered jobs by the new owner or Employer, then the employee shall receive severance pay according to the following schedule:

5 or more years – 2 weeks' pay
10 or more years – 4 weeks' pay
15 or more years – 5 weeks' pay
20 or more years – 6 weeks' pay

Article 28. UNIFORMS

Section 28.01 If the Employer requires uniforms to be worn then, the Employer will supply three (3) sets of uniforms to be maintained by the employee.

Section 28.02 The Employer will supply IDs to the Employees.

Section 28.03 The Employees will be allowed to wear a Union Pin.

Article 29. TERM

Section 29.01 This Agreement shall become effective as of July 1, 2017, and shall continue thereafter, until and including June 30, 2020, and shall continue thereafter from year to year unless either party shall give the other notice or intention to terminate or modify this Agreement by written notice given not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**LOCAL 621 UNITED WORKERS
OF AMERICA**

By: 

Date: 9-6-2017

SKIPP TO MY LILLY

By: _____

Date: _____



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579

Agent's Direct Dial: (718)765-6178

December 18, 2019

Stephen Sombrotto
Local 621 United Workers of America
367 Long Beach Rd
Island Park, NY 11558

Re: Local 621 United Workers of America
Case 29-CB-252420

Dear Mr. Sombrotto:

I am writing this letter to advise you that it is now necessary for me to take evidence from you regarding the allegations raised in the investigation of the above-referenced matter. Set forth below are the allegations and issues on which your evidence is needed, a request to take affidavits, a request for documentary evidence, and the date for providing your evidence.

Allegations: The allegations for which I am seeking your evidence are as follows.

The Charging Party, (b) (6), (b) (7)(C) alleges that Local 621 ("Union") has failed and refused to process (b) (6), grievance, up to arbitration if necessary, regarding (b) (6), (b) (7)(C) 2019 termination, for reasons that are discriminatory, arbitrary or in bad faith.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by **insert date** to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. An executed copy of the most recent collective bargaining agreement and any other memoranda, letters or signed agreements between the Union and the Employer.
2. All written communications regarding (b) (6), (b) (7)(C) request to file a grievance regarding (b) (6), termination.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by **ENTER DATE for presenting all evidence**. If you are willing to allow me to take affidavits, please contact me by **ENTER date for contacting about affidavits** to schedule a time to take affidavits. Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted.

Please contact me at your earliest convenience by telephone, (718)765-6178, or e-mail, noor.alam@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

NOOR I. ALAM
Field Attorney



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579

Agent's Direct Dial: (718)765-6178

December 22, 2019

Sheri Dorothy Preece, Esq.
McCarthy and Associates, P.C.
1454 Route 22 Ste B101
Brewster, NY 10509-4359

Sent via electronic mail to sdp@bcmassociates.org.

Re: Local 621 United Workers of America
Case 29-CB-252420

Dear Ms. Preece:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-referenced matter. Set forth below are the allegations and issues on which your evidence is needed, a request to take affidavits, a request for documentary evidence, and the date for providing your evidence.

Allegations: The allegations for which I am seeking your evidence are as follows.

The Charging Party, (b) (6), (b) (7)(C) alleges that Local 621 (the "Union") has failed and refused to process a grievance regarding (b) (6), (b) (7)(C) termination, since (b) (6) requested assistance over the phone from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C), 2019, and that the Union's refusal is arbitrary, discriminatory or in bad faith.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by January 6, 2020 to schedule these affidavits.

Documents: Please provide a position statement, along with the following documents and any and all other evidence you deem to be relevant to the case:

1. All collective bargaining agreements, memoranda, or side letters between the Union and the Employer.
2. All documents or emails pertaining to (b) (6), (b) (7)(C) grievance.

3. All documents showing communication between the Union and the Employer with regard to (b) (6), (b) (7)(C) termination.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by **January 10, 2019**. If you are willing to allow me to take affidavits, please contact me by January 6, 2019 to schedule a time to take affidavits. Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted.

Please contact me at your earliest convenience by telephone, (718)765-6178, or e-mail, noor.alam@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

/s/ Noor I. Alam

NOOR I. ALAM
Field Attorney



(b) (6), (b) (7)(C) /2019

(b) (6), (b) (7)(C)

In-Person

Re: Letter of Termination of Employment (Summary Dismissal/Serious Misconduct)

We regretfully inform you that your employment with Lisa Management/Skipp to My Lilly LLC is terminated due to your deliberate behavior that is inconsistent with the continuation of your agreement of employment.

On (b) (6), (b) (7)(C) /19 it became apparent to the management office that you failed to address a major leak in your assigned building. You failed to address the problem when the leak was reported to you by the tenant on (b) (6), (b) (7)(C) /19. On (b) (6), (b) (7)(C) /19 and (b) (6), (b) (7)(C) /19, you failed to answer two emergency calls from this tenant, leaving the tenant no choice but to call 911. Further to this, you failed to act again when the tenant reached out to you on (b) (6), (b) (7)(C) /19.

Not only did you fail to carry out the duties of your position, your conduct during this occurrence caused a serious and imminent risk to the health or safety of a person.

We consider that your actions constitute serious misconduct warranting summary dismissal.

You will be paid any outstanding pay up to and including your last day of employment.

In accordance with your union contract, you will have thirty (30) days, from the date above, to vacate your apartment. If you voluntarily vacate within ten (10) days, you will receive \$2,000 in moving expenses.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

CC: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

From: sdp@bcmassassociates.org
To: [Alam, Noor I.](#)
Subject: RE: Request for Evidence Case 29-CB-252420 (Local 621)
Date: Tuesday, January 7, 2020 1:59:52 PM
Attachments: [\(b\) \(6\), \(b\) \(7\)\(C\) Grievance.pdf](#)
[\(b\) \(6\), \(b\) \(7\)\(C\) Term ltr.pdf](#)
[\(b\) \(6\), \(b\) \(7\)\(C\) Disciplinary notice.pdf](#)

Ms. Alam,

I write this e-mail in lieu of a more formal response to your request for evidence. In response to your request for evidence please see the attached [\(b\) \(6\), \(b\) \(7\)\(C\)](#) grievance dated [\(b\) \(6\), \(b\) \(7\)\(C\)](#)/19, [\(b\) \(6\), \(b\) \(7\)\(C\)](#) termination dated [\(b\) \(6\), \(b\) \(7\)\(C\)](#)/19, and [\(b\) \(6\), \(b\) \(7\)\(C\)](#) disciplines. It is my understanding that you already have a copy of the CBA in this matter, if that is incorrect, please let me know and I forward you a copy.

As you are aware [\(b\) \(6\), \(b\) \(7\)\(C\)](#) was terminated on [\(b\) \(6\), \(b\) \(7\)\(C\)](#)/19 as stated in letter of termination. [\(b\) \(6\), \(b\) \(7\)\(C\)](#) contacted the Union and inquired as to [\(b\) \(6\), \(b\) \(7\)\(C\)](#) options pursuant to [\(b\) \(6\), \(b\) \(7\)\(C\)](#) termination. [\(b\) \(6\), \(b\) \(7\)\(C\)](#) informed [\(b\) \(6\), \(b\) \(7\)\(C\)](#) that [\(b\) \(6\), \(b\) \(7\)\(C\)](#) could grieve [\(b\) \(6\), \(b\) \(7\)\(C\)](#) termination or [\(b\) \(6\), \(b\) \(7\)\(C\)](#) informed [\(b\) \(6\), \(b\) \(7\)\(C\)](#) of a job [\(b\) \(6\), \(b\) \(7\)\(C\)](#) knew that was opening at one of [\(b\) \(6\), \(b\) \(7\)\(C\)](#) other union shops and informed [\(b\) \(6\), \(b\) \(7\)\(C\)](#) [\(b\) \(6\), \(b\) \(7\)\(C\)](#) would supply the employer with [\(b\) \(6\), \(b\) \(7\)\(C\)](#) resume if [\(b\) \(6\), \(b\) \(7\)\(C\)](#) wanted. [\(b\) \(6\), \(b\) \(7\)\(C\)](#) was interested in the new job opportunity and asked [\(b\) \(6\), \(b\) \(7\)\(C\)](#) to inquire about the job and the pay scale. Subsequent to that conversation [\(b\) \(6\), \(b\) \(7\)\(C\)](#) contacted [\(b\) \(6\), \(b\) \(7\)\(C\)](#) around [\(b\) \(6\), \(b\) \(7\)\(C\)](#)/19 and informed [\(b\) \(6\), \(b\) \(7\)\(C\)](#) that [\(b\) \(6\), \(b\) \(7\)\(C\)](#) wanted to grieve [\(b\) \(6\), \(b\) \(7\)\(C\)](#) termination. [\(b\) \(6\), \(b\) \(7\)\(C\)](#) was surprised at this because [\(b\) \(6\), \(b\) \(7\)\(C\)](#) did not mention this previously but rather wanted [\(b\) \(6\), \(b\) \(7\)\(C\)](#) to look into the new job opportunity (which [\(b\) \(6\), \(b\) \(7\)\(C\)](#) found out paid \$20.00 an hour and \$25.00 after the first year). [\(b\) \(6\), \(b\) \(7\)\(C\)](#) informed [\(b\) \(6\), \(b\) \(7\)\(C\)](#) to fill out a grievance form and send it to [\(b\) \(6\), \(b\) \(7\)\(C\)](#). [\(b\) \(6\), \(b\) \(7\)\(C\)](#) sent grievance form to [\(b\) \(6\), \(b\) \(7\)\(C\)](#) on [\(b\) \(6\), \(b\) \(7\)\(C\)](#)/2019 and that day, [\(b\) \(6\), \(b\) \(7\)\(C\)](#) submitted the form to the Employer.

The Employer initially responded that they would schedule a grievance meeting for [\(b\) \(6\), \(b\) \(7\)\(C\)](#)/19 and subsequent to that email the [\(b\) \(6\), \(b\) \(7\)\(C\)](#), [\(b\) \(6\), \(b\) \(7\)\(C\)](#), responded that they did not need to have grievance meeting as the time to file a grievance pursuant to the CBA had expired.

Please let me know if you need any other information.

Very truly yours,
Sheri Preece

Sheri D. Preece, Esq.
McCarthy & Preece, PLLC
1454 Route 22, Suite B101
Brewster, NY 10509
sdp@bcmassassociates.org
(c): 646-721-1050
(w): 845-363-1441
(f): 845-582-0698

----- Original Message -----

Subject: Request for Evidence Case 29-CB-252420 (Local 621)
From: "Alam, Noor I." <Noor.Alam@nlrb.gov>
Date: Sun, December 22, 2019 7:36 pm
To: "sdp@bcmassassociates.org" <sdp@bcmassassociates.org>

Dear Ms. Preece:

Attached please find a letter requesting the Union's evidence in the above-captioned matter.

Sincerely,

Noor I. Alam
Field Attorney
National Labor Relations Board, Region 29
Two MetroTech Center, Suite 5100
Brooklyn, NY 11201
Ph: (718)765-6178
Fax: (718) 330-7579

Employer _____ Grievance No. _____

Name (b) (6), (b) (7)(C) ID No. _____ Date (b) (6), (b) (7)(C) 19

State Grievance: (b) (6), (b) (7)(C) 119 NO TENANT CALL TO REPORT LEAKS.
NO ANSWERING SERVICE CALLED ME. (b) (6), (b) (7)(C) 119.

(b) (6), (b) (7)(C) 119 (b) (6), (b) (7)(C) CALLED ME GO CHECK LEAK AT SAID
APARTMENT (b) (6), (b) (7)(C) NO LEAKING WATER. PLACE EAR TO WALLS TO
HEAR RUNNING WATER (b) (6), (b) (7)(C) 119 NO CALLS FROM TENANTS OR ANSWERING SERVICE
FOR COMPLAINTS.

Settlement Requested: I WANT MY JOB BACK

Signed _____
Grieved Employee

Signed (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Union Representative

Employer's Reply: _____

Signed _____
Employer Representative Date

Is Decision Satisfactory? Yes _____ No _____ Signed _____
Union Representative Date

Union Reply: _____

Signed _____
Union Representative Date

Employer's Reply: _____

Signed _____
Employer Representative Date

Is Decision Satisfactory? Yes _____ No _____ Signed _____
Union Representative Date

CONT)
NEXT
PAGE

(b) (6), (b) (7)(C) 19 TENANT FROM (b) (6), (b) (7)(C) CALLED ME TO SAY THAT THE FIRE DEPARTMENT WAS AT BUILDING (b) (6), (b) (7)(C) I WAS RUNNING ERRANDS, BUT GOT BACK FAST. WHEN I GOT BACK WENT TO SAID TENANT APARTMENT (b) (6), (b) (7)(C) NO ONE ANSWER DOOR. LATER THAT DAY (b) (6), (b) (7)(C) 19 FIRE DEPARTMENT CALLED BACK TO BUILDING. TENANT REPORTED THAT SMOKE WAS COMING OUT OF THE APARTMENT.

(b) (6), (b) (7)(C) REPORTED BY TENANT (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) SAID (b) (6), (b) (7)(C) DID NOT SEE ANYTHING. NO SMOKE IN APARTMENT OR BUILDING. TURNED OFF WATER TO ~~PRE~~ PREVENT MORE CALLS TO FIRE DEPARTMENT.

(b) (6), (b) (7)(C) 19 EARLY IN THE MORNING I WENT AND TURNED ON WATER OF SAID BUILDING (b) (6), (b) (7)(C) "A" LINE APARTMENT HAD NO WATER IN THE BATHROOM BECAUSE TENANT IN (b) (6), (b) (7)(C) SAID THAT THERE WAS A WATER LEAK THERE. DID THAT SO TENANT (b) (6), (b) (7)(C) WOULD STOP CALLING FIRE DEPARTMENT ABOUT IMMINENT RISK TO THERE HEALTH OR SAFETY.

ONCE AGAIN (b) (6), (b) (7)(C) 19 NO TENANT CALLED ABOUT LEAKS. JUST NO WATER IN TUB. ALSO ANSWERING SERVICE CALLED ABOUT NO WATER.

(b) (6), (b) (7)(C) 19 SAID TENANT DID NOT CALL ME ABOUT LEAKS (b) (6), (b) (7)(C) 19 TENANTS CALLED, NO WATER, AND I TURN THE WATER ON FOR "A" LINE IN KITCHEN.

(b) (6), (b) (7)(C) 19 (b) (6), (b) (7)(C) CALLED AND SAID NOT TO GO TO JOB MEETING BECAUSE (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) WAS COMING TO BUILDING. BUT (b) (6), (b) (7)(C) NEVER CALL ME (b) (6), (b) (7)(C) FOR HELP. I REALIZE THAT (b) (6), (b) (7)(C) WAS IN (b) (6), (b) (7)(C) BECAUSE I WALK INTO BUILDING (b) (6), (b) (7)(C) AND HEARD (b) (6), (b) (7)(C) SPEAKING TO TENANT FROM APARTMENT (b) (6), (b) (7)(C) SAW (b) (6), (b) (7)(C) VEHICLE PARKED OUTSIDE.

CONT

I HAD LADDER, HAMMER AND SAW IN HALLWAY
WHEN [REDACTED] SAW ME [REDACTED] BEGAN TO YELL AT ME
INSIDE OF BUILDING AND OUTSIDE OF BUILDING [REDACTED]

[REDACTED] 19 (b) (6), (b) (7)(C) CALLED ME TO STATE
THAT THE PLUMBER WAS ON THERE WAY TO SAID
BUILDING (b) (6), (b) (7)(C) BETWEEN 4⁰⁰PM - 5⁰⁰PM.
PLUMBER WAS AT BUILDING (b) (6), (b) (7)(C) BETWEEN
5⁰⁰PM - 5³⁰PM. I (b) (6), (b) (7)(C) KNOW THIS BECAUSE I
SAW PLUMBERS WORK VAN PARK ACROSS THE
STREET ON (b) (6), (b) (7)(C)

PLUMBER DID NOT TAKE LONG TO REPAIR PROBLEM,
BECAUSE I LOOK AND SAW WORK VAN WAS GONE.
PLUMBER NEVER CALLED ME (b) (6), (b) (7)(C) TO SAY
THAT [REDACTED] WAS AT BUILDING (b) (6), (b) (7)(C)
[REDACTED] 19 NEVER GOT CALLED TO SAY THAT THE
PROBLEM WAS FIX.

(b) (6), (b) (7)(C) 19 I WAS CALLED TO GO TO OFFICE (12 VERNON
AVE). BE THERE AT 10:30 AM. HAVE TO SPEAK TO YOU
(b) (6), (b) (7)(C) AND THERE AT 12 VERNON AVE. IS
WERE I (b) (6), (b) (7)(C) WAS GIVEN MY LETTER OF
TERMINATION.



(b) (6), (b) (7)(C) 2019

(b) (6), (b) (7)(C)

In-Person

Re: Letter of Termination of Employment (Summary Dismissal/Serious Misconduct)

We regretfully inform you that your employment with Lisa Management/Skipp to My Lilly LLC is terminated due to your deliberate behavior that is inconsistent with the continuation of your agreement of employment.

On (b) (6), (b) (7)(C)/19 it became apparent to the management office that you failed to address a major leak in your assigned building. You failed to address the problem when the leak was reported to you by the tenant on (b) (6), (b) (7)(C)/19. On (b) (6), (b) (7)(C)/19 and (b) (6), (b) (7)(C)/19, you failed to answer two emergency calls from this tenant, leaving the tenant no choice but to call 911. Further to this, you failed to act again when the tenant reached out to you on (b) (6), (b) (7)(C)/19.

Not only did you fail to carry out the duties of your position, your conduct during this occurrence caused a serious and imminent risk to the health or safety of a person.

We consider that your actions constitute serious misconduct warranting summary dismissal.

You will be paid any outstanding pay up to and including your last day of employment.

In accordance with your union contract, you will have thirty (30) days, from the date above, to vacate your apartment. If you voluntarily vacate within ten (10) days, you will receive \$2,000 in moving expenses.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

CC: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

FINAL WARNING

To: (b) (6), (b) (7)(C) Date: (b) (6), (b) (7)(C) 2018
Employee Name

From: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Manager's Name & Title

Subject:

On (b) (6), (b) (7)(C), 2018 you engaged in unprofessional conduct while using derogatory language. You are receiving a Final Warning due to the abusive and vile nature of this language. This type of behavior will not be tolerated. You are expected to maintain a professional work environment at all times, which is conducive to Lisa Management's expectations. Please be advised that further incidents of this nature are subject to disciplinary action, up to and, including termination of employment.

Additional Details:

Please see witness letter attached.

This Final Warning will serve to put you on notice that Management and the Company anticipates and expects you to show significant improvement in your overall work performance, which includes quality of work, attendance, conduct and cooperation with co-workers and Management. Should you fail to take advantage of this Final Warning in improving your workplace performance, Management will have no alternative but to terminate your employment.

Manager

(b) (6), (b) (7)(C)
(Signature)

Date:

(b) (6), (b) (7)(C) 2018

Date

To: (b) (6), (b) (7)(C)

Lisa Managment

(b) (6), (b) (7)(C)

I visited your building (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2018 at approximately 2PM in order to inspect the boiler for replacement. I had a plumber from Perfect Plumbing with me for the inspection.

I called (b) (6), (b) (7)(C) the (b) (6), (b) (7)(C) but (b) (6), (b) (7)(C) informed me (b) (6), (b) (7)(C) was on vacation. (b) (6), (b) (7)(C) said I should call (b) (6), (b) (7)(C)

I called (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) would be right over to open up the building. (b) (6), (b) (7)(C) showed up a few moments later and walks us to the entrance. Upon entering the building, (b) (6), (b) (7)(C) noticed some garbage on the floor and broke into a tirade. (b) (6), (b) (7)(C) screamed "Niggers" at the top of (b) (6), (b) (7)(C) lungs and picked up the garbage. (b) (6), (b) (7)(C) continued the very loud rant with about 7 more "N" bombs over the next 30 seconds.

Needless to say, the plumber and I were both stunned. We were both cringing and desperate to get into the basement before anyone could come out and connect us to the unsavory comments.

(b) (6), (b) (7)(C) unlocked the basement door and we moved downstairs with no further events.

I felt the need to report this to you since this employee represents your company.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) /18
(b) (6), (b) (7)(C)

From: sdp@bcmassociates.org
To: [Alam, Noor I.](#)
Subject: RE: Request for Evidence Case 29-CB-252420 (Local 621)
Date: Monday, January 13, 2020 9:37:01 AM
Attachments: [Hudson Skip to my Lilly.pdf](#)

Noor-

See attached CBA. Article 23 addresses the timeliness issue.

-Sheri

Sheri D. Preece, Esq.
McCarthy & Preece, PLLC
1454 Route 22, Suite B101
Brewster, NY 10509
sdp@bcmassociates.org
(c): 646-721-1050
(w): 845-363-1441
(f): 845-582-0698

----- Original Message -----

Subject: RE: Request for Evidence Case 29-CB-252420 (Local 621)
From: "Alam, Noor I." <Noor.Alam@nrlb.gov>
Date: Fri, January 10, 2020 5:35 pm
To: "sdp@bcmassociates.org" <sdp@bcmassociates.org>

Sheri:

I also don't understand how the grievance is not timely. The CP notified the Union immediately after [REDACTED] was fired and said [REDACTED] wanted the Union to help [REDACTED]. Please be more specific (pointing the specific clause of the CBA) that shows that it is not timely.

Thank you.

Noor I. Alam
Field Attorney
National Labor Relations Board, Region 29
Two MetroTech Center, Suite 5100
Brooklyn, NY 11201
Ph: (718)765-6178
Fax: (718) 330-7579

From: sdp@bcmassociates.org <sdp@bcmassociates.org>
Sent: Tuesday, January 7, 2020 1:58 PM
To: Alam, Noor I. <Noor.Alam@nrlb.gov>
Subject: RE: Request for Evidence Case 29-CB-252420 (Local 621)

Ms. Alam,

I write this e-mail in lieu of a more formal response to your request for evidence.

In response to your request for evidence please see the attached (b) (6), (b) (7)(C) grievance dated (b) (6), (b) (7)(C) /19, (b) (6), (b) (7)(C) termination dated (b) (6), (b) (7)(C) 19, and (b) (6), (b) (7)(C) disciplines. It is my understanding that you already have a copy of the CBA in this matter, if that is incorrect, please let me know and I forward you a copy.

As you are aware (b) (6), (b) (7)(C) was terminated on (b) (6), (b) (7)(C) 19 as stated in letter of termination. (b) (6), (b) (7)(C) contacted the Union and inquired as to (b) (6), (b) (7)(C) options pursuant to (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) could grieve (b) (6), (b) (7)(C) termination or (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) of a job (b) (6), (b) (7)(C) knew that was opening at one of (b) (6), (b) (7)(C) other union shops and informed (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) would supply the employer with (b) (6), (b) (7)(C) resume if (b) (6), (b) (7)(C) wanted. (b) (6), (b) (7)(C) was interested in the new job opportunity and asked (b) (6), (b) (7)(C) to inquire about the job and the pay scale. Subsequent to that conversation (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) around (b) (6), (b) (7)(C) /19 and informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) wanted to grieve (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) was surprised at this because (b) (6), (b) (7)(C) did not mention this previously but rather wanted (b) (6), (b) (7)(C) to look into the new job opportunity (which (b) (6), (b) (7)(C) found out paid \$20.00 an hour and \$25.00 after the first year). (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) to fill out a grievance form and send it to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) sent grievance form to (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) /2019 and that day, (b) (6), (b) (7)(C) submitted the form to the Employer.

The Employer initially responded that they would schedule a grievance meeting for (b) (6), (b) (7)(C) /19 and subsequent to that email the (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), responded that they did not need to have grievance meeting as the time to file a grievance pursuant to the CBA had expired.

Please let me know if you need any other information.

Very truly yours,
Sheri Preece

Sheri D. Preece, Esq.
McCarthy & Preece, PLLC
1454 Route 22, Suite B101
Brewster, NY 10509
sdp@bcmassociates.org
(c): 646-721-1050
(w): 845-363-1441
(f): 845-582-0698

----- Original Message -----

Subject: Request for Evidence Case 29-CB-252420 (Local 621)
From: "Alam, Noor I." <Noor.Alam@nlrb.gov>
Date: Sun, December 22, 2019 7:36 pm
To: "sdp@bcmassociates.org" <sdp@bcmassociates.org>

Dear Ms. Preece:

Attached please find a letter requesting the Union's evidence in the above-captioned matter.

Sincerely,

Noor I. Alam
Field Attorney
National Labor Relations Board, Region 29
Two MetroTech Center, Suite 5100
Brooklyn, NY 11201
Ph: (718)765-6178
Fax: (718) 330-7579

Collective Bargaining Agreement

SKIPP TO MY LILLY and Local Union 621 United Workers of America

Term: July 1, 2017 – June 30, 2020

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AGREEMENT made and entered into this 24 day of August, 2017, by and between **SKIPP TO MY LILLY** (hereinafter referred to as the "Employer") and **LOCAL 621, UNITED WORKERS OF AMERICA**, (hereinafter referred to as the "Union") wherein the Employer and the Union mutually agree to the following terms:

WHEREAS, the parties have met and concluded collective bargaining negotiations regarding wages, benefits, operational language, paid days off, hours of work, obligations and rules of the work place and other conditions of employment.

NOW, THEREFORE, the mutual agreed upon terms contained herein in this agreement, between the Employer and the Union on behalf of the employees within the bargaining unit certified by the NLRB is as follows:

Article 1. RECOGNITION

Section 1.01 The Employer hereby recognizes the Union as the exclusive representative of All full-time and regular part-time superintendents, handymen and porters employed by Skipp to My Lilly, LLC/Lisa Management, Inc. at 4 Vernon Avenue, 8 Vernon Avenue, 12 Vernon Avenue, 16 Vernon Avenue, 1430 Bedford Avenue, 1432 Bedford Avenue, 1434 Bedford Avenue, 1440 Bedford Avenue, 477 Gates Avenue, 784 Marcy Avenue, 1491 Lincoln Place, 268 Buffalo Avenue and 25 Patchen Avenue, Brooklyn, New York excluding guards and supervisors as defined by Section 2(11) of the National Labor Relations Act.

Section 1.02 The Employer hereby agrees not to discriminate against any employee in any manner whatsoever because of membership in or activity on behalf of the Union or any other local, state and federal protected class characteristics.

Article 2. UNION SECURITY

Section 2.01 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members. All employees who are not members on the execution date hereof shall, as a condition of employment, become and remain members of the Union on the thirty-first (31st) day following the beginning of their employment, or the effective date or execution date of this Agreement, whichever is later.

Section 2.02 The Employer shall immediately discharge any employee after receipt of written notice from the Union that said employee, pursuant to the terms of Section 1 of this Article, has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Article 3. CHECKOFF

Section 3.01 Upon receipt of a voluntary written authorization, the Employer agrees to deduct and forward monthly to the Local Union, the Union Membership dues and any additional dues from the pay of each member and/or initiation fees from said employees' wages on the 1st pay day of every month and remit same to the Union no later than the 10th day of the month in which they are deducted.

Section 3.02 In the case of newly hired employees the Employer shall be obligated to deduct dues and initiation fees, as described herein, in and for the month in which said employee's 31st day of employment is on or before the 15th day of the month. In the event that the 31st day of employment is on or after the 16th day of the month the Employer shall be obligated to deduct dues and initiation fees on the first pay day of the next following month to be effective for the month in which it was deducted.

Section 3.03 The Employer shall notify the Union immediately upon receipt of any revocation of any authorization submitted to it pursuant to this Article.

Section 3.04 The Union shall indemnify and save the Employer harmless from any claims, suits, judgments or other form of liability as a result of making any deduction or discharging any employee pursuant to the forgoing sections.

Article 4. SENIORITY

Section 4.01 Seniority shall be defined as the total length of service with the Employer.

Section 4.02 In the event of a layoff, the least senior employee within a classification shall be the first one laid-off and in the event of recall, the most senior employee within a classification shall be the first one recalled. The Employer agrees to give five (5) days' notice or five (5) days of pay in lieu thereof of any layoff. An employee who is notified of recall shall be required to return to work within five (5) days of notice sent by certified mail or e-mail to the last known address of the employee on file with the Employer and a copy sent to the Shop Steward and Union.

CLASSIFICATIONS:

- (i) Superintendent;
- (ii) Porter

Section 4.03 In any case of promotion, transfer or shift change opening, the Employer shall be bound by the principle of seniority providing the senior employee possesses sufficient qualifications and experience to perform the requirements of the job.

Section 4.04 Job openings shall be posted for five (5) days and employees shall have the right to bid for each job on the basis of Seniority. Management retains the right to determine the final decision in filling job opening; however, the Employer will not arbitrarily and capriciously refuse current employee from filling a job.

Section 4.05 Seniority shall be broken by an employee's voluntary separation from the Employer or by discharge for just cause. In addition, Seniority shall accrue during layoffs of less than six (6) months or during authorized leaves of absence.

Section 4.06 The Employer shall submit a current and up-to-date seniority list when requested by the Union, but not more often than once a year during the term of this Agreement.

Article 5. PROBATIONARY PERIOD

Section 5.01 The probationary period shall be one hundred and eighty (180) days from the date of employment as a new employee. During this period said probationary employee may be terminated for any reason without recourse by the Union.

Section 5.02 The probationary period may be extended for a similar period by mutual agreement of the parties.

Article 6. SHOP STEWARDS

Section 6.01 The Employer recognizes the right of the Union to designate a Shop Steward who shall be recognized as the representative of the Union for all matters arising under this Agreement to the extent permitted herein. The Union shall advise the Employer as to the identity of the Steward and the Employer agrees that the Steward shall be free to conduct his duty as such, with the understanding that such duty will not unduly interfere with normal production or the conduct of the business and the Steward shall be expected to do his usual work. However, reasonable time spent in carrying out the grievance procedure, agreed upon herein, will be considered as being on the Employer's time.

Article 7. UNION VISITATION

Section 7.01 Upon reasonable notice, representatives of the Union shall be permitted to visit the premises of the Employer for a reasonable period of time for the purpose of meeting with the employees not to exceed 60 minutes and with notice provided to the Employer. Union agrees not to conduct Union meetings with employees during a business shift unless in the event of an emergency and/or unless agreed to with Management.

Article 8. BULLETIN BOARD

Section 8.01 The Employer shall furnish space for Union news, information and documents.

Article 9. HOURS/ OVERTIME/PAY PERIODS

Section 9.01 The regular work week shall consist of five (5) eight (8) hour days, forty (40) hours per week with a one-hour, unpaid meal break each day, which will be the only break during a working shift. The Employer and the Union may agree to modify shift schedule per business and employee needs. Superintendents who are required to prepare trash on Sunday for pick-up on Monday shall be compensated for two (2) hours every week at the overtime rate of one-and-one-half times their regular hourly rate. This overtime rate is guaranteed each week, whether or not the hours worked exceed forty (40) hours in a workweek.

Section 9.02 Employees reporting for work at the direction of the Employer (exclusive of superintendents who reside in an apartment provided by the Employer as a condition of their employment) shall be paid a minimum of four (4) hours pay regardless of whether work is available for them or not, except if an Act of God occurs such as fire, flood, earthquake or blackout and similar like events or if they are called upon to cover a shift or part of a shift that begins immediately before or after their regularly scheduled shift, whereby they will be paid for time worked.

Section 9.03 Should any employee work more than forty (40) hours in any one (1) week, he shall be paid for such work hours over forty (40) hours in said work week at the overtime rate of time and one-half times the employee's regular hourly pay rate.. The Employer and the Union will make efforts to ensure that there will be no abuse of overtime during the term of this Agreement. Overtime work must be pre-approved by Management by text and/or email.

Section 9.04 When possible, overtime shall be distributed equally among employees. An employee shall not be required to take time off in lieu of overtime previously worked. Nevertheless, a request by an employee for time off in lieu of overtime worked during the same week will not be unreasonably withheld by management. All such requests must be made in writing (including e-mail and text message) and shall not be considered granted until and affirmative response from management is made.

Section 9.05 Effective July 1, 2017 or as soon thereafter as practicable, the Employer may commence payment to employees on a bi-weekly basis.

Article 10. HOLIDAYS

Section 10.01 The Employer agrees to pay full time employees pay for the following holidays as if they worked thereon:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	*Floating Holiday

*The Floater Day Holiday may be taken upon two (2) weeks advance notice to the Employer on one of the following days:

- 1- Good Friday
- 2- Yom Kippur
- 3- Eid al-Fitr
- 4- September 11th

Section 10.02 The compensation for holidays shall be based upon the employee's regular day of pay of eight (8) hours of pay. Holidays not worked in a workweek will constitute time worked for overtime purposes.

Section 10.03 In the event that any employee does work on a named paid holiday listed above, (b) (5) shall be paid at the rate of time and one-half in addition to his regular day's pay for the holiday so long as the employee works the regularly scheduled day before and after said Holiday.

Article 11. VACATION

Section 11.01 Vacations shall be scheduled at any time during the year based upon mutual consent of the parties. Employees must request vacation to management at least thirty (30) days in advance of said vacation dates to secure said dates. The Employer may limit desired vacation dates to one employee at a time.

Section 11.02 During an employee's first year of employment prior to the first January 1st he is employed, an employee shall receive a pro rata share of 10 days which can only be taken until he has been employed 6 months. Each January 1, employees will be entitled to vacations according to the schedule below.

Section 11.03 Vacation must be taken in one (1) week (5 days) intervals unless approved in advance by the Employer, who will not unreasonably deny requests of vacation of greater than one (1) week (5 days).

Section 11.04 All unused vacation will not be paid at year end or upon separation of employment.

Section 11.05 All employees shall receive vacation with pay in accordance with the following schedule of continuous employment.

<u>Length of Service</u>	<u>Vacation</u>
During the first (1 st) full calendar year and each year thereafter:	10 Days
Until, the fifth (5 th) full calendar year and each year thereafter:	15 Days
Until, the twelfth (12 th) full calendar year and each year thereafter:	20 Days

Article 12. SICK LEAVE

Section 12.01 After thirty (30) days of employment, all employees will receive five (5) paid sick days per year payable at the employee's regular hourly rate for eight (8) hours. In addition, employees shall also receive another five (5) non-paid sick days, per year. After each full calendar year of employment, an employee's unpaid sick days shall be converted to paid sick days at the rate of one day per year up to a maximum of ten paid sick days in a calendar year. Employees with ten paid sick days will not be entitled to any unpaid sick days except as provided for within Article 13.

Section 12.02 Unused sick days not taken at the end of any calendar year shall be paid to the employee.

Section 12.03 Employees' sick days are not to be combined with vacation or holidays. Medical verification (doctor note) is required for any leave beyond three (3) consecutive used sick days.

Section 12.04 All unused sick days will not be paid upon separation of employment.

Article 13. LEAVE OF ABSENCE

Section 13.01 A reasonable non-paid medical or non-medical leave of absence (maximum twelve (12) weeks) may be given to employees without pay for any of the following reasons with pre-approval by the Employer:

- (a) Personal illness;
- (b) Military duty;
- (c) Maternity leave;
- (d) Mutual consent of the parties.

The Employer may extend leave as per Law, Statute or agreement with the Union. The Employer and Employee will comply with the New York State Family Leave Law

Article 14. BEREAVEMENT LEAVE

Section 14.01 In the event of a death in an employee's immediate family (spouse, children, parents and parents-in-law), an employee shall be entitled to take three (3) paid bereavement days within five (5) days of the death.

Article 15. JURY DUTY

Section 15.01 In the event that an employee can't work part or all of a work day due to Jury Service, the Employer agrees to reimburse the employee for his wages (less what the State pays for Jury Service) for the length of Jury Duty Service. Employees shall notify the Employer immediately after they receive jury notice. Employees must report to work each day if they are not called in for Jury Duty.

Article 16. HEALTH BENEFITS

Section 16.01 The Employer and eligible Employee shall contribute monthly, on the first (1st) day of each month to the United Workers Health Fund, Health Insurance premium payment per month for each full-time employee, following their probation, any extension thereto, covered by this Agreement who is on the payroll on the first day of each month. Full time employees are to be defined as employees who regularly work more than 25 hours per week. Such contributions shall also be remitted for any eligible employee on Federal Family Medical Leave Act leave (if said entitlement is applicable) for a period not to exceed twelve (12) weeks.

Section 16.02 The Employer and eligible employees shall contribute to the United Workers Health Fund, the following amounts for individual benefits coverage:

Effective July 1, 2017: Single Rate is - \$575.12 per month.

Employer Contribution: 80% of monthly Rate

Employee Contribution: 20% of monthly Rate

Section 16.03 In the event that the Trustees of the United Workers Health Fund determine that the amounts contributed by Employer and Employees are insufficient to adequately provide for the benefits made available to employees, the Employer and Employees agree to pay up to a five (5%) increase in contribution each January 1st during the term of this agreement.

Section 16.04 Payment, pursuant to this Article, shall be made to the Fund no later than the 1st day of each month, together with a list of employees on whose account the payment is made. Such list also will include the hiring date or termination date of any employees hired or terminated during the month covered by the report. The payroll records or other pertinent data upon which such payments are made shall be open for inspection by the Fund upon demand. If the Employer fails to submit timely contributions, the Union is empowered to institute any action, including strike action, to enforce the terms of this Article.

Article 17. RETIREMENT BENEFITS (401 K PLAN)

Section 17.01 The Employer shall contribute on behalf of each non-probationary employee \$50 dollars per week to the United Workers Pension Fund 401K.

Section 17.02 In addition, the Employer will match up to a maximum of Fifty (\$50) dollars per week that an employee contributes per week into the United Workers Pension Fund 401K-for the purpose of providing retirement benefits for eligible employees.

Article 18. WAGES

Section 18.01 The wage rates to be paid by the Employer during the term of this Agreement shall be set forth as follows:

	<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>
Porter:	\$14.30/hr.	\$15.05/hr.	\$16.00/hr.
Superintendents:	\$17/hr.	\$17.50/hr.	\$18/hr.

Note: As specified within Article 9, the Superintendents will be provided with 2 extra hours of work added to their regular forty (40) hour work week for trash removal on the weekend which as applicable will be paid at the overtime rate of pay equal to time and one-half their regular hourly rate for said overtime work.

Ratification Bonus: Within thirty (30) days of an initial successful Ratification vote by the bargaining Unit, the Employer will pay each employee employed as of said Vote a Ratification Bonus of \$800.

New Hires will be paid at 80% of Classification Rate of Pay for the 1st year of Employment and 90% of Classification Rate of Pay for the 2nd year of employment.

Article 19. SAFETY AND HEALTH

Section 19.01 The Union or employees will notify the Company in advance of use of tools or equipment and of any need for repairs or maintenance.

Section 19.02 Precautions to secure the health and safety of employees shall at all times be taken by the Employer, including a supply of First Aid cabinets at convenient locations and containing such bandages, medicines and related equipment as may be necessary in an emergency.

Article 20. STRIKES & LOCKOUTS

Section 20.01 There shall be no strikes or lockouts during the term of this Agreement.

Article 21. GRIEVANCE PROCEDURE

Section 21.01 All complaints, disputes or questions as to the interpretation, application or performance of this Agreement shall be adjusted by direct negotiations between the Union and the Employer or their representatives. Should any dispute or grievance arise both parties shall endeavor to settle these in the simplest and most direct manner. The procedure shall be as follows (unless step or steps thereof are waived, combined or extended by mutual consent):

STEP 1 - The grievance shall be submitted to the Employer or their authorized representative by the employee's Shop Steward. If the Steward and the Employer representative fail to settle the grievance within three (3) days (exclusive of Saturday, Sunday or Holiday), it may be submitted to Step 2.

STEP 2 - The grievance shall then be referred to the President of the Union or his designated representative and the Employer or their authorized representative. If no settlement is reached within five (5) days (exclusive of Saturday, Sunday or Holiday) the grievance may be submitted to arbitration as set forth in Step 3.

STEP 3 - If the dispute or difference is not settled in the second step above, either party may request that the matter be referred to arbitration, if this request is made within ten (10) days after the reply was given in the second step.

(i) The Arbitration Board shall consist of one (1) member to be selected from a panel supplied by the American Arbitration Association ("AAA"). The parties shall jointly pay the cost of the Arbitrator's services.

(ii) The decision of the Arbitrator shall be final and binding on the parties.

Article 22. EXAMINATION OF RECORDS

Section 22.01 The Union shall have the right during reasonable hours to examine the books and records of the Employer for verification of matters arising under the Agreement.

Article 23. APARTMENT FOR BUILDING SUPERINTENDENT

Section 23.01 The Employer will provide an apartment for the Superintendent to use while he is employed by the Employer. ~~The Super will contribute 60% of the cost of the utilities associated with this apartment, including electricity and cooking gas.~~ Employer will also pay up to \$35/per month towards the Superintendent's phone expenses. If the Employer discharges the Superintendent, it shall give the Superintendent thirty (30) days to vacate the apartment. If the Superintendent is required to do any work during this notice period, he/she shall be paid at his/her regular rate of pay. A Superintendent who voluntarily vacates said apartment within ten (10) days of discharge shall receive moving expenses of \$2000 dollars. The Union may contest the termination of the Superintendent's employment on the basis that the termination was arbitrary and capricious and demand reinstatement, and back pay, if any, as the case may be, by filing a grievance in writing to the Employer within five (5) calendar days following receipt by the Superintendent of the notice of termination. If the matter is not adjusted through the grievance procedure provided in Article 21 of this agreement, it shall be submitted for final determination on an expedited basis to an Arbitrator to determine if the termination was proper under the standards in this paragraph and, if not, the proper remedy. The Union must exercise its right to grieve the Employer's determination to terminate the Superintendent within the prescribed time or the grievance shall be waived. The Employer shall not commence an eviction proceeding, or seek to collect rent or associated occupancy costs prior to an arbitrator's award for a grievance that was timely and properly filed and submitted to Arbitration or within thirty (30) days of notice of termination, whichever is sooner. There shall be no interruption of utilities or other essential services to the superintendent's apartment prior to such date.

WKC
SGS

Article 24. MODIFICATION

Section 24.01 Neither the Employer, any employee or group of employees shall have the right to waive or modify any provision of this Agreement without the written authorization of the Union.

Article 25. INDIVIDUAL AGREEMENTS

Section 25.01 The Employer shall not enter into any individual agreements that would have the effect of diminishing any of the rights, privileges or benefits of the employees under this Agreement.

Article 26. SEVERABILITY

Section 26.01 In the event that any provision or compliance by the Employer or the Union with any provision in this Agreement shall constitute a violation of any law, then and in such event, such provision to the extent only that it is so in violation, shall be deemed ineffective and Un-enforceable, and shall be deemed separable from the remaining provisions of this Agreement, which remaining provisions shall be binding on the parties and shall not be affected.

Article 27. SEVERANCE PAY

Section 27.01 Each employee, who has been permanently laid-off through no fault of his/her own or whose employment is terminated due to liquidation, or if the Employers building or upon the sale of the buildings, or closure, or merger, and the employees are not offered jobs by the new owner or Employer, then the employee shall receive severance pay according to the following schedule:

5 or more years – 2 weeks' pay
10 or more years – 4 weeks' pay
15 or more years – 5 weeks' pay
20 or more years – 6 weeks' pay

Article 28. UNIFORMS

Section 28.01 If the Employer requires uniforms to be worn then, the Employer will supply three (3) sets of uniforms to be maintained by the employee.

Section 28.02 The Employer will supply IDs to the Employees.

Section 28.03 The Employees will be allowed to wear a Union Pin.

Article 29. TERM

Section 29.01 This Agreement shall become effective as of July 1, 2017, and shall continue thereafter, until and including June 30, 2020, and shall continue thereafter from year to year unless either party shall give the other notice or intention to terminate or modify this Agreement by written notice given not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**LOCAL 621 UNITED WORKERS
OF AMERICA**

By: _____

Date: _____

SKIPP TO MY LILLY

By: _____

Date: _____

From: sdp@bcmassassociates.org
To: [Alam, Noor I.](#)
Subject: RE: Request for Evidence Case 29-CB-252420 (Local 621)
Date: Wednesday, January 15, 2020 9:38:17 AM
Attachments: [Text w \(b\) \(6\), \(b\) \(7\)\(C\).png](#)

Noor-

Please see attached screen shot of text between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). This text verifies what (b) (6), (b) (7)(C) states. On (b) (6), (b) (7)(C), shortly after their discussion (b) (6), (b) (7)(C) texted (b) (6), (b) (7)(C) the name and number of the individual to contact for the new job opportunity. On (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) is texting (b) (6), (b) (7)(C) regarding fax number for grievance form, which is the first time (b) (6), (b) (7)(C) became aware (b) (6), (b) (7)(C) wanted to grieve (b) (6), termination.

-Sheri

Sheri D. Preece, Esq.
McCarthy & Preece, PLLC
1454 Route 22, Suite B101
Brewster, NY 10509
sdp@bcmassassociates.org
(c): 646-721-1050
(w): 845-363-1441
(f): 845-582-0698

----- Original Message -----

Subject: RE: Request for Evidence Case 29-CB-252420 (Local 621)
From: "Alam, Noor I." <Noor.Alam@nrlrb.gov>
Date: Fri, January 10, 2020 5:35 pm
To: "sdp@bcmassassociates.org" <sdp@bcmassassociates.org>

Sheri:

I also don't understand how the grievance is not timely. The CP notified the Union immediately after (b) (6) was fired and said (b) (6) wanted the Union to help (b) (6), (b) (7)(C). Please be more specific (pointing the specific clause of the CBA) that shows that it is not timely.

Thank you.

Noor I. Alam
Field Attorney
National Labor Relations Board, Region 29
Two MetroTech Center, Suite 5100
Brooklyn, NY 11201
Ph: (718)765-6178
Fax: (718) 330-7579

From: sdp@bcmassassociates.org <sdp@bcmassassociates.org>

Sent: Tuesday, January 7, 2020 1:58 PM

To: Alam, Noor I. <Noor.Alam@nrlrb.gov>

Subject: RE: Request for Evidence Case 29-CB-252420 (Local 621)

Ms. Alam,

I write this e-mail in lieu of a more formal response to your request for evidence.

In response to your request for evidence please see the attached (b) (6), (b) (7)(C) grievance dated (b) (6), (b) (7)(C) /19, (b) (6), (b) (7)(C) termination dated (b) (6), (b) (7)(C) 19, and (b) (6), (b) (7)(C) disciplines. It is my understanding that you already have a copy of the CBA in this matter, if that is incorrect, please let me know and I forward you a copy.

As you are aware (b) (6), (b) (7)(C) was terminated on (b) (6), (b) (7)(C) 19 as stated in letter of termination. (b) (6), (b) (7)(C) contacted the Union and inquired as to (b) (6), (b) (7)(C) options pursuant to (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) could grieve (b) (6), (b) (7)(C) termination or (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) of a job (b) (6), (b) (7)(C) knew that was opening at one of (b) (6), (b) (7)(C) other union shops and informed (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) would supply the employer with (b) (6), (b) (7)(C) resume if (b) (6), (b) (7)(C) wanted. (b) (6), (b) (7)(C) was interested in the new job opportunity and asked (b) (6), (b) (7)(C) to inquire about the job and the pay scale. Subsequent to that conversation (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) around (b) (6), (b) (7)(C) /19 and informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) wanted to grieve (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) was surprised at this because (b) (6), (b) (7)(C) did not mention this previously but rather wanted (b) (6), (b) (7)(C) to look into the new job opportunity (which (b) (6), (b) (7)(C) found out paid \$20.00 an hour and \$25.00 after the first year). (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) to fill out a grievance form and send it to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) sent grievance form to (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) /2019 and that day, (b) (6), (b) (7)(C) submitted the form to the Employer.

The Employer initially responded that they would schedule a grievance meeting for (b) (6), (b) (7)(C) /19 and subsequent to that email the (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), responded that they did not need to have grievance meeting as the time to file a grievance pursuant to the CBA had expired.

Please let me know if you need any other information.

Very truly yours,
Sheri Preece

Sheri D. Preece, Esq.
McCarthy & Preece, PLLC
1454 Route 22, Suite B101
Brewster, NY 10509
sdp@bcmassociates.org
(c): 646-721-1050
(w): 845-363-1441
(f): 845-582-0698

----- Original Message -----

Subject: Request for Evidence Case 29-CB-252420 (Local 621)

From: "Alam, Noor I." <Noor.Alam@nrlrb.gov>

Date: Sun, December 22, 2019 7:36 pm

To: "sdp@bcmassociates.org" <sdp@bcmassociates.org>

Dear Ms. Preece:

Attached please find a letter requesting the Union's evidence in the above-captioned matter.

Sincerely,

Noor I. Alam
Field Attorney
National Labor Relations Board, Region 29
Two MetroTech Center, Suite 5100
Brooklyn, NY 11201
Ph: (718)765-6178
Fax: (718) 330-7579

11:13

LTE



+1 (b) (6), (b) (7)(C) >

(b) (6), (b) (7)(C)

Share your name and photo?

(b) (6), (b) (7)(C) [Share...](#)



iMessage

(b) (6), (b) (7)(C) 1:38 PM

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Got it. Thank you very much.
Have a great day. Talk to you soon.

(b) (6), (b) (7)(C) 9:51 AM

Fax is [5167060879](#)

Read (b) (6), (b) (7)(C) 19

Thank you. Have a great day 👍

(b) (6), (b) (7)(C) 11:26 AM

This number did not work. No fax. Please give other number for faxing.

Fri, Dec 6, 2:15 PM

Good afternoon (b) (6), (b) (7)(C) Hope that you find yourself in good



iMessage



Sprint LTE

10:28 AM

88%

(b) (6), (b) (7)(C)

Friday 9:38 AM

Dear (b) (6), (b) (7)(C)

The Union has
carefully
investigated and
considered your
grievance against
Skip to my Lilly,
LLC.

Decision to
Dismiss:
Based on that
investigation. we



iMessage





(b) (6), (b) (7)(C) >

Decision to
Dismiss:
Based on that
investigation, we
have decided to
dismiss your
grievance
because there is
insufficient
evidence to
support your
grievance, and
the grievance
was not
submitted during



iMessage



Sprint LTE

10:29 AM

88%

(b) (6), (b) (7)(C)

was not
submitted during
the allowable
timelines.

Your Right to
appeal:

You may appeal
the decision to
the Executive
Board of the
Union. If you
appeal, you are
encouraged to
submit your

Sprint LTE

10:29 AM

88%



(b) (6), (b) (7)(C)

**Your Right to
appeal:**
You may appeal
the decision to
the Executive
Board of the
Union. If you
appeal, you are
encouraged to
submit your
appeal, with a
complete
statement of the
facts and reasons
why you believe



iMessage



Sprint LTE

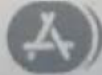
10:29 AM

88%

(b) (6), (b) (7)(C)

facts and reasons
why you believe
the decision to
dismiss your
Grievance was
incorrect.

Means of Filing:
You may submit
your appeal in
writing by Mail
(50 Charles
Lindbergh Blvd
Suite 207
Uniondale NY



iMessage



Sprint LTE

10:29 AM

88%



(b) (6), (b) (7)(C) >

Means of Filing:
You may submit
your appeal in
writing by Mail
(50 Charles
Lindbergh Blvd
Suite 207
Uniondale NY
11553), Fax
([5167060879](tel:5167060879)) or
Email
([mailto:grievance
appeal@unitedw
orkers.us](mailto:grievanceappeal@unitedworkers.us)).

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10:29 AM

88%

(b) (6), (b) (7)(C)

Appeal Due Date:
The appeal is due
on January 24,
2020. If you file
electronically, we
will consider it
timely filed if you
send the appeal
together with any
other documents
you want us to
consider by no
later than
11:59pm ESP on
January 24,



iMessage



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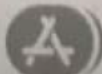
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(b) (6), (b) (7)(C)

consider by no
later than
11:59pm ESP on
January 24,
2020. If you mail
the appeal or
send it by a
delivery service, if
must be received
by close of
business 5:00PM
EST or be
postmarked no
later than
January 23,
2020



iMessage



Sprint LTE

10:29 AM

88%

(b) (6), (b) (7)(C)

EST or be
postmarked no
later than
January 23,
2020.

Fraternally Yours,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

United Workers
of America

(b) (6), (b) (7)(C)

mailto:(b) (6), (b) (7)(C)



iMessage



Sprint LTE

10:29 AM

88%

(b) (6), (b) (7)(C) >

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

United Workers
of America

(b) (6), (b) (7)(C)

mailto: (b) (6), (b) (7)(C)

@unitedworkers.

us

[www.unitedwork](http://www.unitedworkers.us)

[ers.us](http://www.unitedworkers.us) <[http://](http://www.unitedworkers.us)

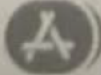
[www.unitedwork](http://www.unitedworkers.us)

[ers.us/](http://www.unitedworkers.us)>

[http://](http://www.facebook.com/uwaunion)

[www.facebook.c](http://www.facebook.com/uwaunion)

[om/uwaunion](http://www.facebook.com/uwaunion)



iMessage





UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579

February 12, 2020

Sheri Dorothy Preece, ESQ.
McCarthy and Associates, P.C.
1454 Route 22 Ste B101
Brewster, NY 10509-4359


Re: Local 621 United Workers of America
Case 29-CB-252420

Dear Ms. Preece:

The Charging Party has asked to withdraw the charge pending the final determination by the Union on whether they will process the grievance regarding (b) (6), (b) (7)(C) termination, pursuant to (b) (6), (b) (7)(C) written appeal. I have approved this request, conditioned on the Union advising the Charging Party of its final determination no later than February 29, 2020.

The charge is subject to reinstatement for further processing if the Charging Party requests reinstatement based on a unsatisfactory or delayed response by the Union.

Very truly yours,


Kathy Drew King
Regional Director

cc:

(b) (6), (b) (7)(C)

Allison Sachs
Skipp to My Killy, LLC/ Lisa
Management Inc.
12 Vernon Ave.
Basement
Brooklyn, NY 11206

Local 621 United Workers of America
Case 29-CB-252420

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February 12, 2020

Stephen Sombrotto
Local 621 United Workers of America
367 Long Beach Rd
Island Park, NY 11558